

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made atMapusa, Bardez, Goa on this..... Day of April of the year Two thousand twenty two:

BETWEEN

ANAND INCORPORATION PRIVATE LIMITED, a Private Limited Company incorporated under the Indian Companies Act 1956, having its registered office at Grand Apartment, 2nd Floor, Above Snow White, Dakbanglow, Patna, Bihar – 800001, holding **PAN card no. AACCCJ1412E**, represented herein by its Director **Mr. MANISH ANAND**, son of late Hemant Kumar Jha, aged 50 years, unmarried, businessman, Indian national, holding Aadhaar no. 290607383777, Mobile no. 9771000001, resident of Anand Villa, Budh Marg, Near Udaygiri Apartment, Phulwari, Patna, Bihar - 800001, duly authorized vide Resolution dated -04-2022 passed by its Board of Directors, hereinafter referred to as '**THE PROMOTER**', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees, of the ONE PART;

AND

Mr., son of, aged ... years, married, occupationin service, Indian national, holding Income Tax PAN, Aadhaar no., Mobile no., E-mail ID:resident of House no., Goa, hereinafter referred to as '**THE ALLOTTEE**' which expression shall, unless repugnant to the context or meaning thereof, mean and include himself and his heirs, legal representatives, administrators and assignees, of the OTHER PART.

WHEREAS there exists a landed property known as 'AzmetichoXendo' having area of 2775 square metres which earlier formed part of the larger property known as 'Gominchem Bata' or 'SimaoTravaso', situated at Pilerne village of BardezTaluka in North Goa District, described in the Land Registration Office of Ilhas under Description no. 5386 of Book B-2 of new series, enrolled under Matriz no. 646 with an old House standing therein bearing no. 68, surveyed under survey no. 10/2 of Pilerne village, and bounded on the East by the property surveyed under no. 10/11, on the West by the property surveyed under nos. 8/3, 8/19, 8/20, 8/35, 8/36 & 8/37, and on the North and South by public road, hereinafter referred to as "**THE SAID PROPERTY**" and more particularly described in the Schedule I hereunder written;

AND WHEREAS the said property was originally owned by Mr. Prabhavati Prabhakar Kavlekar, Mr. Devanand Prabhakar Kavlekar, Mrs. Rakshali Devanand Kavlekar, Miss Jyoti Prabhakar Kavlekar and Mr. Deepak Prabhakar Kavlekar who entered into an Agreement for sale of two plots of the said property admeasuring 490 & 1472 square metres to Mr. Dara Shiko Chowhan and Mr. Shakil Ahmed Chowhan vide Agreement For Sale dated 14-08-2009, registered in the office of the Sub Registrar of Bardez under Registered no. ... at pages ... to ... of Book I, Volume no. ... Dated

AND WHEREAS said Mr. Prabhavati Prabhakar Kavlekar, Mr. Devanand Prabhakar Kavlekar, Mrs. Rakshali Devanand Kavlekar, Miss Jyoti Prabhakar Kavlekar and Mr. Deepak Prabhakar Kavlekar, with the oral consent of Mr. Dara Shiko Chowhan and Shakil Ahmed Chowhan, sold the said property including the two aforesaid Plots admeasuring 490 and 1472 square metres to said Mr. Rajendra Purushottam Halarnkar vide Deed of Sale dated 24-05-2010, duly registered by the Sub Registrar of Bardez under Reg. no. BRZ-BK1-01905-2010, CD no. BRZD64 dated 25-05-2010;

AND WHEREAS said Mr. Rajendra Purushottam Halarnkar and his wife Mrs. Rameshwari Rajendra Halarnkar, residents of House no. 199/E, Peddem, Mapusa, Bardez, Goa sold the said property to M/s HINDUSTAN BUILDERS, a Partnership Firm registered under the Indian Partnership Act, 1932 with the Registrar of Firms, Tiswadi, Panaji under Reg. no. 12/10 dated 24-04-2014, having its registered office at 4th Floor, Shabana Chambers, Municipal Market, Panjim, Goa vide Deed of Sale dated 5-07-2011, duly registered in the office of the Sub Registrar of Bardez under Registration no. BRZ-BK1-03269-2011 dated 5-07-2011;

AND WHEREAS by Agreement For Sale and Development dated 14-06-2021, duly registered in the office of the Sub Registrar of Bardez under Registration no. dated the Land Owner M/s HINDUSTAN BUILDERS, (hereinafter referred to as 'The Land Owner') with the consent of said Mr. Dara Shiko Chowhan and Mr. Shakil Ahmed Chowhan as Confirming party, entrusted to the Promoter herein the work of development of a part of the Said Property admeasuring an area of 1552 square metres and construction of a residential building therein known as 'Casa De Amora' comprising of single, double and triple bedroom flats, hereinafter referred to as 'The Said Residential Building', as per the plan and drawings approved by the Village Panchayat of Pilerne-Marra, which is hereinafter referred to as "**The Project Land**", is depicted in the plan annexed hereto and is more particularly described in the Schedule II hereunder written;

AND WHEREAS by virtue of the aforementioned Agreement For Sale and Development dated 14-06-2021, the Promoter has the sole and exclusive right to

sell Flats in the said building complex to be constructed by the Promoter on the Project Land including the said Flat and to enter into Agreements for Sale with prospective Purchasers and to receive the sale consideration for the same;

AND WHEREAS in pursuance of the aforesaid Agreement For Sale and Development dated 14-06-2021 the Land Owner has handed over possession of the Project Land to the Promoter for the proposed construction of a residential building complex therein known as '**Casa De Amora**' comprising of single, double and triple bedroom flats as per the sanctioned plans and as per the terms and conditions stipulated in the aforesaid Agreement For Sale and Development dated 14-06-2021;

AND WHEREAS the Promoter has registered the Project under the provisions of the RERA Act with the Real Estate Regulatory Authority at Panaji, Goa under Reg. no., dated 'authenticated copy whereof is attached in Annexure 'F';

AND WHEREAS the Promoter has got approval from the Village Panchayat of Pilerne-Marra vide Construction Licence no. dated and Technical Clearance from Town and Country Planning Department, Mapusa bearing no. dated for construction of the aforementioned building complex in accordance with the plans, the specifications, elevations, sections and of the said buildings and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate and Occupancy Certificate of the said buildings;

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the sanctioned plans;

AND WHEREAS the Promoter has offered to sell to the Allottee a Flat bearing number _____ having super built up area of ... square Ft and carpet area of square Feet on the ____ floor of Wing of the said residential building known as 'Casa da Amora' being constructed in the Project Land by the Promoter, which is hereinafter referred to as '**The Said Flat**' and is more particularly described in the Schedule III hereunder written;

AND WHEREAS 'carpet area' means the net usable floor area of the said Flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Flat;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect M/s and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of the plans and specifications of the Said Flat agreed to be purchased by the Allottee, as sanctioned and approved by the Village Panchayat of Pilerne-Marraare annexed hereto and marked as Annexure D;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Flat with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Flat being Flat bearing number _____ having super built up area of ... square Feet and carpet area of square Feet on the ____ floor of Wing of the said residential building known as 'Casa De Amora' as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the sale consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

3. The Allottee and the Promoter hereby agrees to Allot to the Allottee covered parking spaces bearing No _____ situated at _____ Basement and/or stilt being constructed in the layout.

4. The total consideration amount for the said flat including covered parking spaces is Rs. _____/ + GST.

5. The Allottee has today paid today a sum of Rs _____ (Rupees _____ only) by cheque no. Dated drawn on Bank, Branch as advance payment (10% Of total consideration) and hereby agrees to pay to the Promoter the balance amount of Rs. (Rupees) in the following manner:-

I.The sum of Rs (Rupees)on Execution of Agreement. (20% Of total consideration)

II.The sum of Rs (Rupees) on completion of the Plinth. (15% Of total consideration)

III. The sum of Rs (Rupees) on completion of 1st slab (Ceiling of 1st Floor). (7% Of total consideration)

IV.The sum of Rs (Rupees) on completion of 2nd slab (Ceiling of 2nd Floor). (7% Of total consideration)

V.The sum of Rs (Rupees) on completion of 3rd slab (Ceiling of 3rd Floor). (7% Of total consideration)

VI. The sum of Rs (Rupees) on completion of 4th slab (Ceiling of 4th Floor). (7% Of total consideration)

VII.The sum of Rs (Rupees) on completion of Masonry. (5% Of total consideration)

VIII. The sum of Rs (Rupees) on completion of Internal Plaster. (5% Of total consideration)

IX. The sum of Rs (Rupees) on completion of External Plaster. (4% Of total consideration)

X. The sum of Rs (Rupees) on completion of Floor Tiles. (5% Of total consideration)

XI. The sum of Rs (Rupees) on Virtual completion Unit. (4% Of total consideration)

XII.The balance sum of Rs...../-(.....) at the time of handing over of the possession of the said Flat to the Allottee on or after receipt/application of Occupancy certificate or Completion certificate. (4% Of total consideration)

6. The total price is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/local body/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc, the Promoter shall enclose the said notification/order/rule/regulation

published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

7. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

8. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is applied for granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 5 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause of this Agreement.

9. The Allottee authorises the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

10. The Promoter hereby represents and covenants with the Allottee that:

i. The Promoter has clear and marketable title with respect to the project land as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with

respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the Society/Association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society / Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

11. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee, obtain /apply for from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

12. Time is the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Flat to the Allottee and the common areas to the Association of the Allottees/Society after receiving/applying for the occupancy certificate or the completion certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the instalments and other dues payable by him and meeting the other obligations under the Agreement

subject to the simultaneous completion of construction by the Promoter as provided in clause herein above. (“Payment Plan”).

13. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest, as specified in the Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. However if the Promoter fails or neglects to give possession of the said Flat to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the said Flat with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority.

14. The Allottee agrees to pay to the Promoter, interest, as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

15. Without prejudice to the right of the Promoter to charge interest in terms of clause 14 above, upon the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter may at his own option, terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

16. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by

the Promoter in the said building and the Flat as are set out in Annexure 'E', annexed hereto.

17. The Promoter shall complete construction of the said Flat not later than (as per Rera) 30 months and, upon obtaining/applying for the Occupancy certificate from the Village Panchayat of Pilerne–Marra and upon full payment made by the Allottee in terms of this Agreement, notify the Allottee within seven days to take possession of the said Flat within Fifteen days from the date of issue of such Notice and the Promoter shall give possession of the said Flat to the Allottee within such period. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or Association of Allottees/Society/entity as the case may be.

18. The Allottee shall take possession of the said Flat within Fifteen days of receipt of the Notice from the Promoter intimating that the said Flat is ready for use and occupancy by executing the necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. In case the Allottee fails to take possession within the time provided in clause 16 such Allottee shall continue to be liable to pay maintenance charges as applicable.

19. The Allottee shall on or before delivery of possession of the said premises deposit with the Promoter the following amounts :

- (i) Rs. for share money, application entrance fee of the Society or Association.
- (ii) Rs. for formation and registration of the Society or Association.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Association.
- (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Association..
- (v) Rs. For Deposit towards Water, Electricity and other utility and services.

20. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society or Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance.

21. The Allottee shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

22. The Allottee along with other Allottees of the Flats in the aforesaid building complex shall join in forming and registering a Society or Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottees. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

23. The Promoter shall, within Six months of registration of the Society or Association, as aforesaid, cause to be transferred to the Society or Association all the right, title and the interest of the Land Owner and the Promoter in the Project land on which the building with multiple wings or buildings are constructed.

24. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter the Allottees' share of stamp duty and registration charges payable, by the said Society or Association on such conveyance.

25. The Allottee hereby covenants with the Promoter as follows:

i. To maintain the said Flat at the Allottee's own cost in good condition from the date the possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Flat is situated and the Said Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Flat is situated,

including entrances of the building in which the Said Flat is situated and in case any damage is caused to the building in which the Said Flat is situated or the Said Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Said Flat is situated or the Said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Flat is situated and shall keep the portion, sewers, drains and pipes in the Said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Flat without the prior written permission of the Promoter and/or the Society or Association.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Said Flat in the compound or any portion of the project land and the building in which the Said Flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Flat by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Flat until

all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and the unit is registered in his/her name.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Said Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Said Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

26. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

28. After the Promoter executes this Agreement it shall not mortgage or create a charge on the Said Flat/and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

29. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Said Flat.

30. This Agreement may only be amended by the written consent of the Parties.

31. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Said Flat, in case of a transfer, as the said obligations go along with the Said Flat for all intents and purposes.

32. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.33. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in the Project, the same shall be in proportion to the carpet area of the Said Flat to the total carpet area of all the Flats in the Project.

34. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

35. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee
(Allottee's Address)
Notified Email ID:_____

Promoter name
(Promoter Address)
Notified Email ID: _____

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

36. The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

37. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

38. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and shall be subject to the jurisdiction of Courts in Goa.

SPECIFICATIONS:-

- R.C.C · P.C.C framed structure In M25 Concrete with HYSD bars
- Masonry and Plaster · External Walls in 23 cm thick laterite/ Bricks/ Good concrete blocks/AAC blocks
- Internal walls in 10 cm. thick bricks/ concrete Blocks/AAC blocks ·
- External Plaster In cement mortar two coats ·
- Internal plaster finished with plaster of Paris/ Gypsum Plaster / Cement plaster ·
- Waterproofing with 5 years warranty Finishing
- Good Quality branded Nitco / Kajaria or equivalent flooring and walls tiles
- Staircase steps in natural stone or branded tiles · Natural stone for the window ledges ·
- Natural stone like Kota/ cement tiles for garage floor/ stilt floor ·
- Monier or equivalent roofing files.
- Toilets · Toilet wash basin, W.C., taps, of standard Jaguar or equivalent with Mirrors.
- Stainless steel fittings like towel rod, glass shelf, health faucets and shower enclosure ·
- Segregated wet /dry area in bathrooms, provision for hot and cold water.
- Wash basin counter with natural stone Painting & Doors ·
- External paint in Apex Ultima or equivalent ·
- Internal paint in plastic emulsion ·
- Main door in teak wood internal doors in flush Masonite doors or flush doors finished with good polish and quality hardware ·
- Windows in UPVC / Anodised Aluminium with good quality fittings ·
- Modular Kitchen cabinets. ·
- Granite top 40MM with stainless steel sink ·
- Railing in M.S. powder coated or Stainless steel with toughened glass Electrical
- Fire resistant cables of Finolex with Anchor Roma / Le grand or equivalent electrical switches

- TV point in all rooms, provision for AC in all bedrooms.
- Intercom facility from the main security cabin.
- Wiring for inverter and generator Utilities / Outdoor and landscapes ·

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Said Property)

.....

SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Project land)

.....

THIRD SCHEDULE ABOVE REFERRED TO
(Description of the)

FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the)

.....

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

WITNESSES:

- 1.

- 2.